

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE N/A	PAGE 1 OF PAGES 23
2. AMENDMENT/MODIFICATION NO. 0022	3. EFFECTIVE DATE 10 JUL 03	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable) SPEC. NO. 1296
6. ISSUED BY DEPARTMENT OF THE ARMY CORPS OF ENGINEERS SACRAMENTO 1325 J STREET SACRAMENTO, CALIFORNIA		7. ADMINISTERED BY (If other than Item 6) CODE		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(√)	9A. AMENDMENT OF SOLICITATION NO. DACW05-03-B-0007
		×	9B. DATED (SEE ITEM 11) 21 APR 2003
			10A. MODIFICATION OF CONTRACTS/ORDER NO. N/A
			10B. DATED (SEE ITEM 13) N/A
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(√)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SACRAMENTO RIVER FLOOD CONTROL SYSTEM PHASE 11 - MARYSVILLE/YUBA AREA SITE 7 EXTENSION
YUBA COUNTY, CALIFORNIA

1 ENCL **NOTE:** AS CLARIFICATION FOR AMENDMENT 21, SF 1442 & 00100 ARE INCLUDED.

1) SF 1442, PRICING SCHEDULE (CONFORMED COPY REPLACES ALL OTHER AMENDED COPIES), 00100, 00700, 00800, 01505 AND 03307A.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE
	DACW05-03-B-0007	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED(RFP)	21-Apr-2003	1
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY CODE DEPARTMENT OF THE ARMY CORPS OF ENGINEERS, SACRAMENTO 1325 J STREET SACRAMENTO, CALIFORNIA 95814-2922 FAX: (916)557-5278		8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX: 		
9. FOR INFORMATION CALL:	A. NAME SHIRLEY A MARTIN		B. TELEPHONE NO. <i>(Include area code)</i> <i>(NO COLLECT CALLS)</i> 916-557-6902	
SOLICITATION				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> SACRAMENTO RIVER FLOOD CONTROL SYSTEM PHASE II - MARYSVILLE/YUBA AREA SITE 7 EXTENSION YUBA COUNTY, CALIFORNIA SPECIFICATION NO. 1296 DESCRIPTION: LEVEE REMEDIAL CONSTRUCTION AT FEATHER RIVER LEFT BANK FROM L.M. 11.03 TO L.M. 12.8 AND RELOCATED PUMPING STATION. NOTE: THIS PROCUREMENT IS RESTRICTED TO 8A FIRMS HAVING A VALID OFFICE GEOGRAPHICALLY LOCATED WITHIN THE SAN FRANCISCO SBA DISTRICT BOUNDARIES. THE BIDDERS ATTENTION IS DIRECTED TO SECTION 00100 IN THE SOLICITATION FOR INFORMATION REGARDING THE TOUR OF THE SITE. ESTIMATED COST RANGE OF PROJECT: \$5,000,000 - \$10,000,000				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>365</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See FAR 52.211-10)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS 5	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>0</u> copies to perform the work required are due at the place specified in Item 8 by <u>1300</u> <i>(hour)</i> local time <u>15 JUL 2003</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>
		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED
TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

PRICING SCHEDULE

CONTRACTOR SHALL FURNISH ALL PLANT, LABOR, MATERIAL, EQUIPMENT, ETC. NECESSARY TO PERFORM ALL WORK IN STRICT ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE CONTRACT TO INCLUDE ALL ATTACHMENTS THERETO.

SITE 7 EXTENSION

LINE ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
0001	PREPARATORY WORK AND SITE CLEANUP	1	LUMP SUM	LUMP SUM	\$_____
0002	CLEARING AND GRUBBING	1	LUMP SUM	LUMP SUM	\$_____
0003	EMBANKMENT FILL	157,100*	CY	\$_____	\$_____
0004	GEOTEXTILE	131,500*	SY	\$_____	\$_____
0005	DRAIN ROCK	43,620*	TON	\$_____	\$_____
0006	EXCAVATION	4,000*	CY	\$_____	\$_____
0007	CONCRETE				
0007AA	DITCH LINER (4")	3,700*	LF	\$_____	\$_____
0007AB	HEADWALL	2*	CY	\$_____	\$_____
0008	FLAP GATE				
0008AA	FLAP GATE 8"	1	EA	\$_____	\$_____
0008AB	FLAP GATE 24"	1	EA	\$_____	\$_____
0009	ROCK RIPRAP	14*	TON	\$_____	\$_____
0010	TRASH RACK	1	LUMP SUM	LUMP SUM	\$_____
0011	STORM DRAIN MANHOLE	1	EA	\$_____	\$_____
0012	8" DIA. STEEL PIPE	600*	LF	\$_____	\$_____
0012AA	24" DIA. STEEL PIPE	125*	LF	\$_____	\$_____

0013	AGGREGATE BASE (MAINTENACE & HAUL RD)	6,870*	CY	\$_____	\$_____
0014	BARBED FENCE AND EROSION CONTROL SEEDING				
0014AA	BARBED FENCE	9,350*	LF	\$_____	\$_____
0014AB	EROSION CONTRL SEEDING	21*	AC	\$_____	\$_____
0015	PIPE GATE	3	EA	\$_____	\$_____
0016	RELIEF WELLS				
0016AA	INSTALL AND TESTED	19	EA	\$_____	\$_____
0016AB	PRECAST MANHOLE	19	EA	\$_____	\$_____

SUBTOTAL ESTIMATED PRICE \$_____

(ITEMS 0001 THRU 0016)

PUMP STATION, PUMP, MOTOR AND ELECTRICAL WORK

0017	MOBILIZATION/ DEMOBILIZATION	1	LUMP SUM	LUMP SUM	\$_____
0018	VERTICAL AXIAL- FLOW OR MIXED FLOW SINGLE STAGE IMPELLER-TYPE PUMP	2	EA	\$_____	\$_____
0019	PUMP CONTROL CENTER AND ELECTRICAL PANEL (INCLUDES CONDUIT, ALARMS, SENSORS, TELEMETRY, BOLLARDS, PG & E SERVICE, AND OTHER INCIDENTAL ELECTRICAL WORK	2	EA	\$_____	\$_____
0020	PUMP AND MOTOR INSTALLATION (INCLUDES ALL WORK TO INSTALL AND SETUP THE PUMP AND MOTOR INSIDE THE PUMP STRUCTURE, INCLUDING ALL TESTING AND QUALITY CONTROL WORK	2	EA	\$_____	\$_____
0021	PG & E POLE RELOCATION, TRANSFER WORK AND METER PANEL (INCLUDES ALL COORDINATION WORK WITH PG & E, ALL FEES TO BE PAID BY OTHERS)	1	LUMP SUM	LUMP SUM	\$_____
0022	CAST-IN-PLACE CONCRETE (MOTOR CONTROL PAD)	1	LUMP SUM	LUMP SUM	\$_____
0023	CAST-IN-PLACE CONCRETE (TRANSFORMER PAD)	1	LUMP SUM	LUMP SUM	\$_____
0024	SECURITY LIGHTING	1	EA	\$_____	\$_____
0025	PUMP STATION STRUCTURE (COMPLETE)	1	LUMP SUM	LUMP SUM	\$_____

0026	PIPE, VALVES, LIDS, ACCESS COVER, BOLLARDS, EXPANDED METAL GRATING, PAINT/COATINGS AND TRASH RACK (ITEMS NOT INCLUDED AS INDIVIDUAL PAY ITEMS)	1	LUMP SUM	LUMP SUM	\$ _____
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SUBTOTAL ESTIMATED PRICE \$ _____
(ITEMS 0017 THRU 0026)

PIPE CROSSING AND LEVEE WORK

0027	MOBILIZATION/ DEMOLITION	1	LUMP SUM	LUMP SUM	\$ _____
0028	CONSTRUCTION AREA SIGNS	1	LUMP SUM	LUMP SUM	\$ _____
0029	HAUL ROUTE PLAN AND TRAFFIC CONTROL	1	LUMP SUM	LUMP SUM	\$ _____
0030	CLEARING AND GRUBBING	4.5	ACRE	\$ _____	\$ _____
0031	DEMOLITION OF EXISTING PUMP STRUCTURE	1	LUMP SUM	LUMP SUM	\$ _____
0032	DEMOLITION OF EXISTING TRASH RACK	1	LUMP SUM	LUMP SUM	\$ _____
0033	DEMOLITION OF EXISTING OUTFALL STRUCTURE	1	LUMP SUM	LUMP SUM	\$ _____
0034	DEMOLITION OF EXISTING 72" CULVERT PIPES (PIPES SHALL BE REMOVABLE AND WASTED)	1	LUMP SUM	LUMP SUM	\$ _____
0035	DEMOLITION OF MISCELLANEOUS ITEMS (ITEMS NOT INCLUDED AS INDIVIDUAL PAY ITEMS)	1	LUMP SUM	LUMP SUM	\$ _____
0036	LEVEE EXCAVATION	8,500*	CY	\$ _____	\$ _____
0037	COMPACTED LEVEE EMBANKMENT	20,500*	CY	\$ _____	\$ _____
0038	CANAL EXCAVATION	3,500*	CY	\$ _____	\$ _____
0039	COMPACTED CANAL EMBANKMENT	2,500*	CY	\$ _____	\$ _____
0040	CLASS 2 AGGREGATE BASE	1,700*	TON	\$ _____	\$ _____

0041	BORROW (INCLUDES COST OF SOIL AND DELIVERY TO SITE, IT DOES NOT INCLUDE COST TO PLACE SOIL. THE COST TO PLACE SOIL IS PART OF LEVEE EMBANKMENT)	18,000*	CY	\$_____	\$_____
0042	TRENCH SHEETING, SHORING, AND BRACING AS REQUIRED BY SECTION 6707 OF THE CALIFORNIA LABOR CODE)	1	LUMP SUM	LUMP SUM	\$_____
0043	7' SPAN X 5' RISE REINFORCED CONCRETE BOX CULVERT	372*	LF	\$_____	\$_____
SUBTOTAL ESTIMATED PRICE (ITEMS 0027 THRU 0043)					\$_____
<u>PUMP STATION NO. 2</u>					
0044	36" HIGH DENSITY POLYETHYLENE DISCHARGE PIPE (SDR 17) OR 36" CORROSION-PROOFED STEEL DISCHARGE PIPE (7 GAUGE)	840*	LF	\$_____	\$_____
0045	SIPHON BREAKER AND AIR RELIEF VALVE	2	EA	\$_____	\$_____
0046	36" GATE VALVE AT LEVEE TOP (GATE VALVE SHALL BE SIDE OPERATED DUE TO LIMITED CLEARANCE)	2	EA	\$_____	\$_____
0047	CORROSION-PROOFED STEEL CUTOFF WALL	1	LUMP SUM	LUMP SUM	\$_____
0048	CHAIN LINK FENCE TYPE CL-6	300*	LF	\$_____	\$_____
0049	CHAIN LINK FENCE TYPE CL-6 (SLATTED)	70*	LF	\$_____	\$_____
0050	26' CHAIN LINK FENCE DOUBLE SWING GATE (TYPE CL-6, SLATTED)	1	EA	\$_____	\$_____
0051	15' PIPE GATE	1	EA	\$_____	\$_____

0052	COMBINATION AIR VACUUM VALVE AT PUMP	2	EA	\$_____	\$_____
0053	36" GATE VALVE AT PUMP	2	EA	\$_____	\$_____
0054	36" SWING CHECK VALVE AT PUMP	2	EA	\$_____	\$_____
0055	24" CLASS 4 REINFORCED CONCRETE PIPE	68*	LF	\$_____	\$_____
0056	SD MANHOLE	1	EA	\$_____	\$_____
0057	WARNING SIGN ON LEVEE CROWN	3	EA	\$_____	\$_____
0058	OUTLET STRUCTURE (RIVERSIDE)	1	LUMP SUM	LUMP SUM	\$_____
0059	GATE RISER STRUCTURE (LOCATED IN LEVEE- INCLUDES MANHOLE LADDER, LID, ETC.)	1	LUMP SUM	LUMP SUM	\$_____
0060	84" X 60 " SLUICE GATE	1	EA	\$_____	\$_____
0061	84" X 60 " AUTOMATIC DRAINAGE GATE	1	EA	\$_____	\$_____
0062	36" AUTOMATIC DRAINAGE GATE	2	EA	\$_____	\$_____
0063	24" AUTOMATIC DRAINAGE GATE	1	EA	\$_____	\$_____
0064	24" FLARED END SECTION	1	EA	\$_____	\$_____
0065	ROCK SLOPE PROTECTION (FACING, METHOD B)	120*	TON	\$_____	\$_____
0066	EROSION CONTROL SEEDING	3.5*	ACRE	\$_____	\$_____

SUBTOTAL ESTIMATED PRICE \$_____
(ITEMS 0044 THRU 0066)

CONTRACTOR SHALL PROVIDE "TEMPORARY FLOOD DISCHARGE PUMPING FACILITIES INCLUDING TEMPORARY PUMPS, PIPING, EROSION CONTROL AND POWER" WHICH ARE CAPABLE OF PUMPING NOT LESS THAN 40,000 GAL/MIN CAPACITY AGAINST A TOTAL HEAD OF 30 FEET WITH A WATER SURFACE IN THE SUMP AT ELEVATION 30 FEET. UPON COMPLETION OF CONTRACT THE PUMPING FACILITY SHALL REMAIN CONTRACTOR PROPERTY. TEMPORARY FLOOD DISCHARGE PUMPING SHALL BE IN PLACE AND OPERATIONAL BY 1 OCTOBER 2003.

0067 TEMPORARY FLOOD DISCHARGE
 PUMPING FACILITIES 1 LUMP SUM LUMP SUM \$ _____

TOTAL ESTIMATED PRICE \$ _____
 (ITEMS 0001 THRU 0067)

* QUANTITY IS AN ESTIMATED AMOUNT. SEE SECTION 00700, FAR 52.211-18, FOR VARIATION IN ESTIMATED QUANTITY CONTRACT CLAUSE.

1. Prices must be submitted on all individual items of this Pricing Schedule. Failure to do so may be cause for rejection of bids.

2. If a modification to a price based on unit price is submitted which provides for a lump sum adjustment to the total estimated price, the applications of the lump sum adjustment to each unit price in the Pricing Schedule must be stated. If it is not stated, the bidder/offeror agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the Pricing Schedule.

3. The bidder/offeror shall distribute his indirect costs (overhead, profit, bond, etc.) over all the items in the Pricing Schedule. The Government will review all submitted Pricing Schedules for any unbalancing of the items. Any submitted Pricing Schedule determined to be unbalanced may be considered nonresponsive and cause the bidder to be ineligible for award.

4. The lump sum, "LS", line items above are not "estimated quantity" line items and therefore are not subject to the Variation in Quantity contract clause.

5. EFARS 52.214-5000 ARITHMETIC DISCREPANCIES (MAR 1995)

(a) For the purpose of initial evaluation of bids/offers, the following will be utilized in resolving arithmetic discrepancies found on the face of the Pricing Schedule as submitted by bidders/offerors:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid/offer evaluation, the Government will proceed on the assumption that the bidder/offeror intends the bid/offer to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid/offer will be so reflected on the abstract of bids/offers.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid/offer is low.

~~6. The successful bidder/offeror grants the options listed in the Pricing Schedule to the Government. This option may be exercised any time up to (60) days after receipt of Notice to Proceed. Exercise of the option occurs upon mailing of written notice to the Contractor. Exercise will be made by the Contracting Officer. The price for exercise of the option includes all work and effort associated with the scope of that item. For determination of lowest bid, see paragraph titled EVALUATION OF OPTIONS in Section 00100 of this solicitation. No additional time for contract completion will be allowed when an option is exercised. The given contract completion time was formulated to include time necessary to perform all option work.~~

Section 00100 - Bidding Schedule/Instructions to Bidders

52.0214-4581 INQUIRIES (NOV 2002)

Prospective bidders should submit inquiries related to this solicitation in accordance with the following (collect calls will not be accepted):

(1) For information related to ordering solicitation packages, amendments, the time and dates of bid openings, and for copies of the solicitation mailing list, please check our website at the following URL: <http://ebs.spk.usace.army.mil> If the site is temporarily unavailable, please FAX your inquiry to our Plan Room at (916) 557-7842

(2) For inquiries of a contractual nature (solicitation requirements, interpretation of contractual language):

Contract Specialist: Shirley Martin
Telephone: (916) 557-6902
FAX: (916) 557-5278

For bid results go to the Sacramento District, Contracting Division website <http://ebs.spk.usace.army.mil>. If this site has no bid information, call the Contract Specialist above.

(3) All technical questions on the specifications or drawings must be submitted in writing using one of the following:

MAILING ADDRESS:

Department of the Army
U.S. Army Engineer District, Sacramento
Contracting Division (Attn: Shirley Martin)
1325 J Street
Sacramento CA 95814-2922

FAX: (916) 557-7854, Attn: Shirley Martin

E-MAIL: Shirley.A.Martin@usace.army.mil AND Ronald.A.Schunk@usace.army.mil.

(4) Please include the solicitation number, the project title, the location of the project, the full name of your company and your telephone and FAX numbers in your correspondence. Written inquiries should be received by this office not later than 14 calendar days prior to the date set for bid opening.

(5) Oral explanations or instructions are not binding. Changes to the solicitation can only be made by an amendment to the solicitation.

52.0214-4582 DIRECTIONS FOR SUBMITTING BIDS (MAR 2003)

Envelopes containing bids must be sealed, marked and addressed as follows:

MARK ENVELOPES:

Solicitation No. DACW05-03-B-0007
Bid Opening Date: 15 JULY 2003
Bid Opening Time: 1:00 PM Local Time

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.acqnet.gov>

(End of provision)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows: N/A.

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Defense FAR Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

~~52.217-5 EVALUATION OF OPTIONS (JUL 1990)~~

~~(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).~~

~~(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.~~

(End of provision)

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **365 calendar days** after receipt of notice to proceed. The time stated for completion shall include final cleanup of the

(g) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(h) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

(j) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

52.0211-4852 PERFORMANCE PERIOD (OCT 1992)

The Contractor shall complete the entire work ready for use not later than the number of calendar days after the date of receipt of Notice to Proceed as set out in the Completion Schedule below (calendar days are not to be added together):

Completion Schedule:

<u>Description</u>	<u>Calendar Days After Date of Receipt of Notice To Proceed</u>
<i>(1) Complete all work except for installation of pumps, piping within pump structure, meter/main switchboard, motor control center, and testing associated with pump station.</i>	<i>120 days</i>
<i>(2) Complete all remaining work</i>	<i>365 days</i>

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01505

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SECTION 01505

GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 SCRAP MATERIAL

Materials specified to be removed and become the property of the Contractor are designated as scrap, and the Contractor, by signing this contract, hereby acknowledges that he has made due allowance for value, if any, of such scrap in the contract price.

All scrap, solid waste, or hazardous materials (to be reused by the contractors) shall be disposed of and removed, Contact the Environmental Office (916) 827-4769 for proper instructions. Government receptacles or containers shall not be used for disposal.

1.2 WRITTEN GUARANTEES AND GUARANTOR'S LOCAL REPRESENTATIVE

Prior to completion of the contract, the Contractor shall obtain and furnish to the Contracting Officer's representative written guarantees for all the equipment and/or appliances furnished under the contract. The Contractor shall furnish with each guarantee: The name, address, and telephone number of the guarantor's representative nearest to the location where the equipment and/or appliances are installed, who, upon request of the Using Service's representative, will honor the guarantee during the guaranty period and will provide the services prescribed by the terms of the guarantee.

1.3 PRICING OF CONTRACTOR-FURNISHED PROPERTY

The Contractor shall promptly furnish and shall cause any sub-contractor or supplier to furnish, in like manner, unit prices and descriptive data required by the Government for Property Record purposes of fixtures and equipment furnished and/or installed by the Contractor or sub-contractor, except prices do not need to be provided for Government-Furnished Property. This information shall be listed on RMS CQC Module furnished by the Government.

1.4 TEMPORARY ELECTRIC WIRING

1.4.1 Temporary Power and Lighting

The Contractor shall provide construction power facilities in accordance with the safety requirements of the National Electrical Code NFPA No. 70 and the SAFETY AND HEALTH REQUIREMENTS MANUAL EM 385-1-1. The Contractor, or his delegated subcontractor, shall enforce all the safety requirements of electrical extensions for the work of all subcontractors. All work shall be accomplished by skilled electrical tradesmen in a workmanlike manner, as approved by the Contracting Officer.

1.4.2 Construction Equipment

In addition to the requirements of EM 385-1-1, SAFETY AND HEALTH REQUIREMENTS MANUAL, all temporary wiring conductors installed for operation of construction tools and equipment shall be either Type TW or THW contained in metal raceways, or may be multiconductor cord. Temporary wiring shall be secured above the ground or floor in a workmanlike manner and shall not present an obstacle to persons or equipment. Open wiring may only be used outside of buildings, and then only in strict accordance with the provisions of the National Electrical Code.

1.4.3 Circuit Protection

In addition to the present requirements in EM 385-1-1 and the National Electrical Code, all 15 and 20-ampere receptacle outlets used for obtaining power during construction shall have ground fault circuit interrupters (GFCI) for personnel protection. Block and brick saws shall also be equipped with GFCI. The Contracting Officer may allow an exception to this requirement for circuits for concrete vibrators or circuits operating at other than 60 Hertz normal (in both cases an assured grounding program as described in the National Electrical Code, except utilizing the daily inspection frequency of the grounding means of such equipment, may be permitted). The assured grounding program will not be permitted as a substitute for usage of GFCI'S except as described above. All generator-powered 15- and 20-ampere, 60 Hertz receptacle outlets shall have GFCI'S, and shall be properly grounded. A testing means shall be provided which will impose a measured fault of 5 milliamperes, plus or minus 1 milliamperes, and result in tripping the GFCI unit.

1.5 UTILITIES

If the Contractor encounters, within the construction limits of the entire project, utilities not shown on the plans and not visible as to the date of this contract and such utilities will interfere with construction operations, he shall immediately notify the Contracting Officer in writing to enable a determination by the Contracting Officer as to the necessity for removal or relocation. If such utilities are removed or relocated as directed by the Contracting Officer, the Contractor shall be entitled to equitable adjustment for any additional pertinent work or delay.

It is anticipated that pole lines, signs, pipelines and private improvements that would interfere with or are to be replaced by new construction will be removed to new locations by the owners (or by the State of California or its agents) in advance of construction operations. The Contractor shall notify the Contracting Officer at least 30 days in advance of the date on which work will be started requiring the removal of such utilities or private improvements. Care shall be taken to preserve and protect any such improvements from injury or damage during construction operations. The Contractor shall assume full responsibility for reimbursing the owners for any damage to their properties, utilities, or improvements, or interference with their services caused through his operations. Should such damage be found to have been caused without the Contractor's fault or negligence an equitable adjustment in the amount due under the contract will be made under the applicable CONTRACT CLAUSES,

Section 00700.

1.6 GENERAL SAFETY REQUIREMENTS

1.6.1 General

The Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, (see Contract Clauses, Section 00700, ACCIDENT PREVENTION) and the Occupational Safety and Health Act (OSHA) Standards for Construction (Title 29, Code of Federal Regulations Part 1926 as revised from time to time); General Industry Standards (Title 29, Code of Federal Regulations Part 1910 as revised from time to time); and the National Fire Protection Association Codes are applicable to this contract. In case of conflict the most stringent requirement of the standards is applicable. For information regarding changes to EM 385-1-1 visit following website:
<http://www.hq.usace.army.mil/soh/changes.htm>.

1.6.2 The Prime Contractor's Superintendent

The Prime Contractor's superintendent shall take an active role in enforcing the safety requirements by participation in safety conferences, hazard analysis (see below), tool box meetings, walk-through inspections, correction of violations, etc., and including that of the subcontractor's work.

1.6.3 Violations

If recurring violations and/or gross violation indicate that the safety performance is unsatisfactory, corrective action shall be taken as directed, and at the discretion of the Contracting Officer the retention or some part thereof will be withheld from the progress payment until corrective action has been completed.

1.6.4 Fire Prevention

Cutting or welding will be permitted only in areas that are or have been made fire safe. Where possible, all combustibles shall be located at least 35 feet horizontally from the work site. Where such location is impracticable, combustibles shall be protected with fire blankets and/or protective welding screens to prevent slag from running out of the work area. Edges of covers at the floor shall be tight to prevent sparks from going under them. This precaution is also important at overlaps where several covers are used to protect a large pile. . Other fire prevention precautions shall be in accordance with the latest National Fire Codes.

1.6.5 Accident Reporting

In addition to the requirements for reporting accidents in accordance with EM 385-1-1, Section 1, the Prime Contractor will submit at the 50% point and 100% of project completion, a written summary of worker's compensation claims filed by workers on the project. The report will include all subcontractors. The main report covering the Prime Contractor claims will be certified as "correct and true" by the Contractor's compensation insurance carrier. The same certification will be required for

subcontractor reports.

1.7 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

(A) This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE, Section 00700, entitled "DEFAULT (FIXED-PRICE CONSTRUCTION)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(B) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

MARYSVILLE

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(07)	(06)	(05)	(04)	(01)	(00)	(00)	(00)	(01)	(02)	(05)	(07)

(C) Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day.

(ER 415-1-15, 31 OCT 89)

1.8 CONTRACTOR SAFETY PERSONNEL REQUIREMENTS (1985 JAN HQ USACE)

(A) Full-time, on-site, safety coverage by contractors shall be required for the life of the contract.

(B) The following conditions shall be met:

(1) The Contractor shall employ, to cover all hours of work at the project site(s), at least one safety and health person to manage the

Contractor's safety program; duties which are not germane to the safety program shall not be assigned to this person(s). The principal safety and health person shall report to and work directly for the Contractor's top on-site manager, corporate safety office, or other high-level official of equivalent position. The safety and health person(s) shall have the authority to take immediate steps to correct unsafe or unhealthful conditions. The employment of a safety and health person(s) shall not abrogate the safety and health responsibilities of other personnel.

(2) Qualifications for Safety and Health Person(s).

(a) Safety and Health Person(s) shall have a degree in engineering or safety in at least a four year program from an accredited school and shall have been engaged in safety and occupational health for at least one (1) year of experience (no time being credited to this one (1) year unless at least fifty (50) percent of the time was devoted to safety and occupational health) and shall have at least one (1) year experience in construction, or--

(b) Safety and Health Person(s) shall have legal registration as a Professional Engineer or a Certified Safety Professional and shall have been engaged in safety and occupational health for at least one (1) year of experience (no time being credited to this one (1) year unless at least fifty (50) percent of the time was devoted to safety and occupational health) and shall have at least one (1) year experience in construction, or--

(c) Safety and Health Person(s) shall have a degree other than that specified in paragraph, Qualifications for Safety and Health Person(s) above, and shall have been engaged in safety and occupational health for at least three (3) years of experience (no time being credited to these three (3) years unless at least fifty (50) percent of the time each year was devoted to safety and occupational health) and shall have at least two (2) years experience in construction, or--

(d) In lieu of a degree, Safety and Health person(s) shall have been engaged in safety and occupational health for at least five (5) years of experience (no time being credited to these five (5) years unless at least fifty (50) percent of the time each year was devoted to safety and occupational health) and shall have at least two (2) years experience in construction.

(e) First aid work is not a creditable experience.

(3) The name and qualifications of the nominated safety and health person(s) shall be furnished to the Contracting Officer for acceptability and a functional description of duties shall be provided prior to the pre-work conference.

NOTE: The Contractor shall have one or more Safety and Health Persons, each of whom meets the qualifications of (B)(2) Qualifications for Safety and Health Person(s), physically present on the actual site of the work whenever work of any sort is being performed by a Contractor, subcontractor, or supplier personnel on the work site. The foregoing

clause language shall not be interpreted to contravene this note.

1.9 MONTHLY SAFETY INSPECTION

A monthly on-site inspection will be made by the insurance carriers of the prime and subcontractors. The Contractor's safety program will be reviewed and a meeting will be held with the Contracting Officer's Representative to discuss the job-site safety. A written report will be made by the Contractor stating the results of the inspection and the action taken.

1.10 VHS Video Tape

The Contractor shall provide a VHS Video Tape of travel routes. The tape shall be annotated as to location and to mileages from the vehicle odometer. A cope of the tape shall be provided to the contracting officer prior to heavy vehicle travel on these roadways. The tape will be used to determine the Contractor's damage, if any, to the roadways. Roadways to be tapeed shall be determined by the Contractor and Contracting officer.

1.11 AGGREGATE SOURCES

(A) Operations:

(1) Limits of Work Area: The limits of the area within which operations may be carried on are shown on the drawings. [The depth to which the Contractor may operate is subject to approval, but is limited only by the extent of the existence of satisfactory material.] [The limits of depth to which the Contractor may operate are shown on the drawings.]

(2) Disposal of Waste Materials: All overburden removed, and all other waste material including materials designated unsuitable for use in the production of concrete aggregate shall be disposed of in approved disposal areas. All disposal areas shall be left in a neat and sightly condition, graded and sloped to drain properly to the satisfaction of the Contracting Officer. No separate payment will be made for the disposal of waste material but the cost thereof shall be included in the respective bid prices for the various parts of the concrete work in which the aggregates are used.

(3) Plan of Operations: Prior to beginning operations in the deposit, the Contractor shall submit a plan of operation in sufficient detail to indicate the following:

(i) The proposed extent of the operation including depth.

(ii) The method and schedule of overburden stripping operations.

(iii) The proposed location of waste disposal areas.

The plan of operations in the deposit shall be subject to approval, but approval of the plan will not in any way relieve the Contractor of the responsibility to operate in the deposit in a safe and systematic manner.

* 1.12 Milestones developed for the first season of construction

The following are the milestones developed for the first season of construction:

1. Temporary pump system completed ---- 30 September, 2003
2. Levee system completed from sta. 61+50 to 108+00 ---- 30 September, 2003.

The temporary pumping facilities shall be installed and operational by 1 October, 2003. They shall remain in place from 1 October, 2003 until 1 May, 2004.

All other work will be completed during the next construction season, unless specific written authorization is given by the Contracting Officer. The construction season as defined in section 01355 is 01 of May through 01 of October.

*

1.13 PAYMENT

No separate payment will be made for the work covered under this section and all costs in connection therewith will be considered a subsidiary obligation of the Contractor.

1.14 NON CONTRACT WORK

The Contractor and/or his subcontractors shall not perform any work or erect any structure for third parties, landowners or otherwise, within the limits of the rights-of-way without prior approval of the Contracting Officer.

1.15 DAMAGE TO ROADS

The Contractor shall preserve and protect all existing private or project access or right-of-way roads. At the completion of work and prior to the Contractor leaving the project, he shall restore to pre-project conditions all such roads. Repairs shall include replacement of base rock and/or surface treatment as required.

1.16 INSPECTION

The inspectors will direct the maintenance of the gauges, ranges, location marks and limit marks in proper order and position; but the presence of the inspector shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the specifications. The Contractor will be required.

1.17 BID ITEM OVERRUN

Throughout the contractor, (at a minimum, every two weeks) the contractor shall be responsible to monitor placement or installation of unit price items (if any) with respect to the original estimated quantities shown in the contract. If placement or installation indicates a possible overrun with respect to the original estimated quantities shown in the contract,

the Contractor shall immediately provide written notification to the contracting officer with revised total estimated quantities.

1.18 ENVIRONMENTAL LITIGATION

(A) If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the SUSPENSION OF WORK clause of this contract, see Section 00700. The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

(B) The term "environmental litigations", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

-- End of Section --

SD-07 Certificates

Cementitious Materials; ~~{FIO_____}, {_____}~~

Certificates of compliance attesting that the concrete materials meet the requirements of the specifications shall be submitted in accordance with the Special Clause "CERTIFICATES OF COMPLIANCE". Cementitious material will be accepted on the basis of a manufacturer's certificate of compliance, accompanied by mill test reports that the material(s) meet the requirements of the specification under which it is furnished.

Aggregates; ~~{FIO_____}, {_____}~~

Aggregates will be accepted on the basis of certificates of compliance and tests reports that show the material(s) meet the quality and grading requirements of the specifications under which it is furnished.

1.3 UNIT PRICES

1.3.1 Concrete

1.3.1.1 Payment

All costs associated with ~~{manufacturing,}~~ furnishing, delivering, placing, finishing, and curing of concrete for the various items of the schedule, which price shall include the cost of all formwork. Payment for concrete for which payment is made as a lump sum is ~~{not}~~ to be included in this unit price payment item. Payment for grout, preformed expansion joints, field-molded sealants, waterstops, reinforcing steel bars or wire reinforcement is ~~{not}~~ to be included in this unit price payment item.

1.3.1.2 Measurement

Concrete will be measured for payment on the basis of the actual volume of concrete within the pay lines of the structures as indicated. Measurement of concrete placed against the sides of any excavation without the use of intervening forms will be made only within the pay lines of the structure. No deductions will be made for rounded or beveled edge, for space occupied by meal work, for electrical conduits or timber, or for voids or embedded items that are either less than 5 cubic feet in volume or 1 square foot in cross section.

1.3.1.3 Unit of Measure

Unit of measure: linear feet.

1.4 DESIGN AND PERFORMANCE REQUIREMENTS

The Government will maintain the option to sample and test ~~{joint sealer, joint filler material, waterstop,}~~ aggregates and concrete to determine compliance with the specifications. The Contractor shall provide facilities and labor as may be necessary to assist the Government in